

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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TETEE BOYD and EDWARD DOSSANTOS,

Plaintiffs,

-against-

CITY OF NEW YORK, CARL WATSON, DAVID LIPPERT,
MATTHEW REGINA, and JOHN and JANE DOE I through
10, individually and in their official capacities, (the names John
and Jane Doe being fictitious, as the true names are presently
unknown),

Defendants.
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**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

10 CV 2096 (SLT) (RML)

WHEREAS, plaintiffs commenced this action by filing a complaint on or about March 7, 2010 and an amended complaint on November 11, 2010, alleging that the defendants violated plaintiffs' federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, defendant City of New York served a Rule 68 Offer of Judgment on November 21, 2011;

WHEREAS, on December 27, 2011, plaintiffs accepted defendant's Rule 68 Offer; and,

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraphs "2," "3," and "5" below.

2. Defendant City of New York hereby agrees to pay plaintiffs Tete Boy and Edward Dossantos each the sum of **Seven Thousand Five Hundred and One Dollars (\$7,501.00)**, plus reasonable attorneys' fees, expenses, and costs to November 21, 2011, for plaintiffs' federal claims. In consideration for the payment of this sum, plaintiffs agree to dismissal of all the claims against the named defendants, the City of New York, Police Officers Carl Watson, David Lippert, Matthew Regina, the individuals named herein as "John and Jane Doe 1 through 10," and to release all defendants, and any present or former employees and agents of the City of New York or any agency thereof, including but not limited to the New York City Police Department, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs have assigned their rights to attorneys' fees, expenses, and costs to their attorney, Brett Klein, Esq.

4. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs

are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

5. The City of New York hereby agrees to pay counsel for plaintiffs, Brett Klein Esq., reasonable attorneys' fees, expenses, and costs, to be determined at a later date, up to the date of the Offer of Judgment referenced in paragraph "2" above. Plaintiffs and Counsel for plaintiffs hereby agree and represent that no other claim for attorneys' fees, costs, or expenses arising out of this action shall be made by or on behalf of plaintiffs in any application for attorneys' fees, costs, or expenses at any time.

6. Nothing contained herein shall be deemed to be an admission by the defendant that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

8. Plaintiffs agree to hold harmless the City of New York, Police Officers Carl Watson, David Lippert, Matthew Regina, the individuals named herein as "John and Jane Doe 1 through 10," regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
_____, 2012

Brett Klein, Esq.
Attorney for Plaintiffs
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Brooklyn, NY 11201

MICHAEL A. CARDOZO
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Attorney for Defendants
100 Church Street, Room 3-149
New York, New York 10007

By: 
BRETT KLEIN, ESQ.

By:  2/15/12
CECILIA A. SILVER
Assistant Corporation Counsel

SO ORDERED:

THE HONORABLE SANDRA L. TOWNES
UNITED STATES DISTRICT JUDGE